



## **Terms & Conditions**

Thank you for visiting the Rahim Stores' website. This Site is intended to provide you with information about our company

Rahim Store reserves the right to update or modify these Terms of Use at any time without prior notice. Your use of the Site following any such change constitutes your unconditional agreement to follow and be bound by the Terms of Use as changed. For this reason, we encourage you to review the Terms of Use whenever you use the Site.

### **Terms of Use**

Please review these Terms carefully. By using any of the Services, you accept these Terms. We may modify these Terms at any time, by updating this posting and without notice to you. Your continued use of any of the Services constitutes your acceptance of these Terms.

### **Privacy**

Your privacy is important to us. The user information collected and used is strictly limited to business operations. By registering, accessing or using the services, you are signifying your acknowledgement of an agreement to our privacy policy.

### **Email & Other Electronic Messages**

From time to time, we may send you eflyers and other promotional emails or electronic messages. You can unsubscribe from these promotional emails through the unsubscribe mechanism contained in any message. We may also send you transactional and operational messages regarding your account(s).

### **Additional Terms**

Apart from what is outlined in these Terms, additional terms may apply to your use of certain of the Services. Such additional terms are incorporated by reference into these Terms. We will provide these terms to you or post them on the applicable Services. If there is a conflict between these Terms and any additional terms that apply to a particular Service, the additional terms will control. Promotions and contests on the Services may also have additional terms,

rules exclusions and eligibility requirements, such as restrictions related to geographic area or age.

### Registration and Login Information

We may request that you register to access or use certain services, and thereafter you may be required to log in to access such services. From time to time, we may request that you reset or update your password(s) and/or update your profile information. Registration to use a service may allow you to log in to additional Services without the need to register again (often referred to as “single sign on”). Some Services may allow for social login, under which you may be provided the option to register or log in using existing information you have previously provided to a social networking or similar service of which you are already a member. If social login is available for a particular service, it is always an option and never a requirement, and the process will include a statement of the specific information that the social login service will provide to us if you proceed with the social login.

In some cases, in order to register for or log in to a service, you may first be required or requested to provide additional profile information relevant to your access to or use of such additional service. Some services are available only to customers who live in certain geographic areas or have other restrictions as to their availability.

In order to use the Services, if we request registration, billing or other information from you, you agree to provide us with accurate and complete information and to update the information when it changes.

You are responsible for maintaining the security of your login names and passwords and agree to be fully responsible for all use of your account and for any actions that take place using your account. You may not use any services with age restrictions unless you are at least of the required age.

### Intellectual Property Rights

Your use of the services is limited to personal and non-commercial use only, unless other use by you is specifically permitted by Rahim Store in writing. We reserve all other rights to the services and content, and you are not permitted to copy, modify, reuse, transmit, distribute or re-post any of the content displayed (except as stated in these Terms) without written permission from Rahim Store.

The content shown on the Services is protected by copyright, trademark and other laws. You must comply with all such laws and applicable copyright, trademark or other legal notices or restrictions.

We may expressly authorize you to redistribute certain content for personal, non-commercial use. We will identify the content that you are authorized to redistribute and describe ways you may redistribute it (such as via email). We may revoke this authorization at any time.

### User Submissions

All comments, reviews, ratings, suggestions, ideas, recipes, graphics, photos or other information that you provide to us through the services (other than personal information that we promise to protect under our Privacy Policy) are non-confidential. For any User Submissions, you grant Rahim Store a perpetual, irrevocable, royalty-free and transferable right and license to use, copy, modify, delete in whole or in part, adapt, publish, translate and/or create derivative works from, sell distribute, and/or incorporate such submissions into any form, medium or technology throughout the world without compensation to, or acknowledgment by, you.

You acknowledge that you are responsible for any submissions you make. This means that you agree that you, and not Rahim Store, have full responsibility for the content you submit, including its appropriateness, legality, originality, reliability and copyright. For example, you are responsible for ensuring that you do not submit any content that:

- is known by you to be false, inaccurate or misleading
- that infringes any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy
- that violates any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising)
- that is, or may reasonably be considered to be, inaccurate, abusive, vulgar, indecent, defamatory, libelous, hateful or religiously biased or offensive, threatening or harassing to any individual, partnership or corporation
- that includes any information that references other addresses, email addresses, contact information or phone numbers or any material that has been copied from another individual or entity

- that is used to promote third party services, products, websites or organizations or constitutes advertising, junk mail, spam, chain letters or any other form of solicitation
- that contains any computer viruses, worms or other potentially damaging computer programs or files

We may refuse or remove a User Submission without notice to you. However, we have no obligation to monitor user submissions, and you agree that we are not liable for user submissions or any loss or damage resulting from user submissions.

In addition to the above, the following are some additional provisions that apply to comments, reviews, ratings, and photos:

#### Comments, Reviews and Ratings (“Reviews”)

- We reserve the right not to post Reviews, to remove any posted Reviews, and to decide upon and modify the placement of Reviews, in its sole discretion. An important factor which we will consider in deciding not to post a Review is inclusion of inappropriate content, such as but not limited to: offensive or discriminatory language, references to other websites, products and companies or Reviews with advertisements or spam content, contact information including physical addresses, email addresses, URLs and phone numbers, comments critical of other Reviews that are posted.
- The Reviews expressed on the Services are not necessarily the opinions of Rahim Store. We do not assume any responsibility for any reviews posted on the services and in no event will be liable for any damages of any kind arising out of the Reviews contained on the Services.

Some of our applications and websites may contain specific functionality that allows you to send alerts if you see User Submissions that are inappropriate so that the User Submissions can be removed for review.

#### Copyright Complaints

We respect the intellectual property rights of others. If you believe that any material on the services infringes any copyright which you own or control, you may send us an alert where such functionality is incorporated into a service or a written notification of such infringement to us. If we receive notification of an alleged infringement, we will investigate the complaint and, if we consider it to be justified, we will remove or disable access to the allegedly infringing material.

## Disclaimers

The information we provide on our services is believed to be accurate and complete at the time of posting. We attempt to ensure all information remains accurate and current, but we do not guarantee the accuracy, completeness and quality at all times.

The services may contain forward-looking statements about our future performance. These statements are based on management's assumptions and beliefs in light of the information currently available to them. We assume no obligation to update such forward-looking statements on the Services, and these statements are subject to uncertainties and other factors that could cause actual results to materially differ.

Your use of the Services is at your own risk.

The services and all materials contained in our services are provided as is. This means that we disclaim all express and implied warranties about our services and the materials contained in our services. This includes (but it is not limited to) warranties: that the materials of any particular level of quality or fit for a particular purpose, that the functional elements contained in the materials will be uninterrupted or error-free, that our Services or the servers that make them available are free of viruses or other harmful components, or that successful results or outcomes will result from properly following any instructions or directions contained in the materials.

In addition to the above, you assume the entire cost of all necessary servicing, repair or correction. You should take precautions to ensure any material you access, or download is free of viruses and other items of a destructive nature. Access to the services cannot be guaranteed at any time.

Our Services may contain links to third party websites. However, we do not control these third-party websites and are not responsible for the content of such websites. Linking to such third-party websites is at your own risk, as we do not verify or investigate the information contained within them.

## Limitation on Liability

Rahim Store will not be liable for any damages or injury that accompany or result from your use of the services. These include (but are not limited to) damages or injury caused by any: use or inability to use the services, use of (or inability to use) any site to which you link from our

services, failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line failure.

Rahim Store is not liable for any damages, including but not limited to damages intended to compensate someone directly for a loss or injury, damages reasonably expected to result from a loss or injury (consequential damages), or other miscellaneous damages and expenses resulting directly from a loss or injury (incidental damages). Furthermore, we are not liable even if we have been negligent or if our authorized representative has been advised of the possibility of such damages or both.

Without limiting any of the above, Rahim Store shall not be liable for any delay or failure to perform any of its obligations under these Terms or in respect of any completed or attempted transactions on the Services if such delay or failure to perform is due to causes beyond its reasonable control.

In any event, our liability to you for all losses, damages, injuries, and claims of every kind (whether the damages are claimed under the terms of a contract, or they are claimed to be caused by negligence or other wrongful conduct, or they are claimed under any other legal theory) will not be greater than the amount, if any, you paid to us to access the particular service which is the cause of the claim. You acknowledge that if no fees are paid for use of the Services giving rise to the claim, you shall be limited to injunctive relief only, unless otherwise permitted by law, and shall not be entitled to damages of any kind, regardless of the cause of action.

### Termination

We reserve the right, at our sole discretion, to limit or terminate access to the services (or any portion, aspect or feature of the services), delete any content or information that you have posted on the services and/or prohibit you from using or accessing the services (or any portion, aspect or feature of the Services) for any reason, or no reason, at any time in our sole discretion, with or without notice. Without limiting the generality of the foregoing, we may at our sole discretion limit access to the services and/or terminate the registration of any user who violates these terms of use.

### Other

These Terms shall be governed and interpreted in accordance with the laws. We may modify these terms at any time, by updating this posting and without notice to you. These Terms

constitute the entire agreement between you and us regarding the use of the Services, superseding any prior agreements between you and us relating to your use of the services. Our failure to insist upon or enforce strict performance of any provision(s) of these does not constitute a waiver of another provision or a waiver of the same provision on another occasion.

## **Rahim Store Website Terms and Conditions**

The Rahim Store online grocery shopping website is owned and operated by Rahim Store. These Terms and Conditions, together with the Terms of Use above and the Rahim Store Privacy Policy govern your use of the website. Please review these terms carefully. By using our website, you accept and agree to be legally bound by these Terms, the Term of Use and the Privacy Policy.

Rahim Store is only available to residents of Lahore, Punjab. Who are located in certain geographic areas within Lahore, and who are purchasing as end users and not for resale. Availability is determined using the address information you provide when registering for the site account.

We may discontinue the online shopping from time to time in particular geographic areas or otherwise in whole or in part. We reserve the right at any time(s) when we deem necessary to change, suspend or modify its terms and conditions (such as but not limited to delivery time windows or other service elements) without prior notice to you.

In these Terms, references to us contacting you refer to our reasonable efforts to contact you using the email associated with your order or by telephone to the telephone number associated with your order ("Contact").

## **Ordering and Payment**

All Rupees amounts on the Rahim Store website are in Pakistani Rupees. There is a minimum order value of PKR 500(excluding delivery charges and taxes). Free delivery on orders of value PKR 1000 and above within the range of 5Km. These terms are subject to change.

By completing the checkout and submitting an order through Rahim Store Website, you are agreeing to pay, in full, the prices of the items selected (or any substitutions accepted by you) and all applicable charges (such as charges for bags and delivery charges), taxes, by credit card or other permitted payment method. You authorize us to process payment of the applicable

purchase price via the payment mechanism you select from the available choices, and you represent and warrant that you are authorized to use the applicable payment mechanism. If your payment method is by credit card and is rejected by the card issuer or processor, your order will not be filled, and we will have no obligation in respect of it. During the credit card authorization process when you submit your order, your card is validated and must have enough available funds for the transaction to be approved. Upon approval, the order will be prepared for delivery. You are responsible for any fees, including legal costs and collection costs, that we may incur in collecting any unpaid balances from you.

- ⇒ To complete an order, you may be required to provide certain additional information that is required to process your order. If you do not complete or improperly complete your order, it may not be accepted or acknowledged. We reserve the right to change the permitted methods of payment at any time.
- ⇒ You may cancel your order or modify the order (including adding or removing products, changing quantities, or changing order delivery details) via the website up until the cut-off times indicated on the site.
- ⇒ If an order is cancelled after the Cut-off Time, we reserve the right to charge a cancellation fee (which, if applicable, will be indicated prior to your finalizing your cancellation).
- ⇒ We may, in our sole discretion, accept or reject any order placed the website. All offerings on the site are invitations to purchase and not offers to sell. Any online or email confirmation of receipt of an order after placement is an acknowledgement of receipt of the order but not an acceptance of the order. Subject to our cancellation rights as set out in these Terms, your order is accepted when we dispatch the order to you.

The amount authorized during the credit card authorization process will be the estimated amount of your order, including charges for bags (if any), delivery charges and taxes. When your order is assembled, if an item you have ordered is not available, we will where reasonably possible substitute another comparable item. This item may be at a different price than the one you ordered. At the time of delivery of your order, our driver will indicate which items have been substituted, and you may reject any items in the order, including any substitutes. The driver will then update the order, and within a reasonable time following delivery, you will be contacted with a list of all items you have accepted and the amount to be charged to your payment method. The amount charged to your payment method may differ from the estimated amount due to matters such as product unavailability, product substitutions, differences



between estimated and actual weights for items priced by weight, actual numbers of shopping bags as compared to estimated numbers, and other such matters. The resulting final amount will be charged to your payment method that can either be online payment or cash on delivery.

We may, in our sole discretion, cancel an order you have placed after we have accepted it, in which case you will be contacted. If we cancel your order, we will have no obligation to fulfill it nor will we otherwise be liable to you in respect of it, and you will have no obligation to pay for it. We may in some circumstances require additional information or verification before accepting or fulfilling an order, in which case you will be Contacted.

Subject to applicable laws,

- ⇒ purchase of products on the website is subject to availability. Items listed on the website may not be available or in-stock at all times. If product(s) are not available, we will have no obligation to fulfill an order for them and you will have no obligation to pay for them except where you have accepted a substitute
- ⇒ We reserve the right to change the products, prices and descriptions advertised or displayed through Rahim Store website, at any time without notice or liability to you, and to correct, at any time, any pricing errors. While we update our website regularly, prices, selection and availability, including the availability of promotional offers, may vary and are subject to change without notice. We are not responsible for any loss or damages arising from such updates or changes.

We seek to be accurate with respect to product images and descriptions and product filters and segmentations on the website but do not represent or warrant that these or other content are accurate, reliable, current, or complete. We reserve the right to correct any inaccuracies or typographical errors in the information available on the official website and shall have no liability for any errors or omissions. Information may be changed or updated without notice and prices and availability of goods and services are also subject to change without notice.

We reserve the right, in our sole discretion, to limit quantities of items purchased per person, per household or per order or otherwise from time to time. We will make reasonable efforts to contact you if such limits or prohibitions are applied to an order by you.

In cases where we custom-cut or select variable weight items (such as certain meats or produce or other items priced by weight), the price you see on website is an estimated price range based on the expected weight of the items. The final price of these items will be based on the same price per weight indicated on website when you placed the items in your cart, but the

final price is determined once we have prepared and weighed your order and will appear on the invoice at the time of the delivery. For such products, the price you pay is always based on the actual final weight of your products. If you are not satisfied with the final price and weight, you have the rights to remove the product from your order.

We charge PKR 8.00 for each bag used to pack your order. At the time that each order is placed, we estimate the number of grocery bags required for delivery and modify to reflect the actual quantity at the time of delivery.

In respect of products, if any, which under the laws of the applicable jurisdiction require a person to be of a certain age in that jurisdiction in order to purchase, only persons of that age in the applicable jurisdiction may place orders for such products, and by placing such an order you represent and warrant that you are of the applicable age. We may require proof of age before permitting you to order such products.

The version of these Terms applicable to an order or other transaction by you via website is the version in effect on the date and at the time you place your order, as made available on website at that time. Each time you place an order, you represent and warrant that you have accessed, read and accepted the then-applicable terms governing that order.

#### Other

We may modify these Terms at any time, by updating this posting and without notice to you. These Terms constitute the entire agreement between you and us regarding the use of the Services, superseding any prior agreements between you and us relating to your use of the Services. Our failure to insist upon or enforce strict performance of any provision(s) of these does not constitute a waiver of another provision or a waiver of the same provision on another occasion.

#### Deliveries

Deliveries will be made to the address specified by you when you register. You have the ability to change this address through the "Account Settings" feature on the website and you must do so if you move, so that we can deliver to the correct address. We reserve the right to restrict deliveries in certain areas and at certain times, and this includes the right to eliminate certain areas and times from our delivery schedule altogether. We reserve the right, in our discretion, to place reasonable limits on the number of deliveries scheduled per day per account.

We take reasonable care to deliver within short period. Accordingly, it is your responsibility to ensure that an appropriate person is available to receive the delivery at the delivery address at all times during the delivery time confirmed at the time of checkout. If no one is at the address when the delivery is attempted, or the person available is not an appropriate person to receive the delivery, the goods will be retained by us. We will leave notification of delivery and will telephone to attempt to rearrange the delivery, failing which we will cancel the delivery and your order.

We will ordinarily only make a delivery when an appropriate person is able to receive and sign for the delivery. If you instruct us to make an unattended delivery and we, in our discretion, agree to do so, we expressly disclaim all liability which may arise by the delivery having been made on an unattended basis, including but not limited to theft, tampering, contamination and temperature change in respect of temperature-sensitive items.

Please note adverse weather or road conditions and other events outside of our reasonable control may result in late or cancelled deliveries. If that is the case, we will contact you as soon as reasonably possible to reschedule your delivery time and date. If we cannot reach you, we will cancel the delivery and your order.

### Promotions and Marketing Statements

The statements used for advertisements may not always be in exact relevance to the product delivered. Some exceptions will apply in the event of exceptional circumstances. We reserve the right, in our discretion, to suspend, cancel or make changes to this policy without prior notice, which includes the right to withdraw this policy from any customer who we determine is abusing the policy.

All product prices, charges and fees will be accurately displayed on our website prior to completion of your order.

We may make various promotional offers from time to time on the website. Some offers may be web-based only and not available as an in-store offer or promotion. Not all offers and/or promotions available in store may be available on the web. We ask that you review the guidelines associated with each special offer, as they will differ.

For any of our promotions if we have inadvertently made a typographical error on any special offer, we reserve the right to suspend redemption or terminate the promotion altogether.